

EXHIBIT C

Puntus Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
CELSIUS NETWORK LLC., et al.,¹) Chapter 11
Debtors.) Case No. 17-10089 (SMB)
) (Jointly Administered)
)

**DECLARATION OF MARC D. PUNTUS
IN SUPPORT OF THE SECOND INTERIM FEE APPLICATION OF
CENTERVIEW PARTNERS LLC, AS INVESTMENT BANKER TO THE
DEBTORS FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES FOR THE PERIOD NOVEMBER 1, 2022 THROUGH FEBRUARY 28,
2023**

I, Marc D. Puntus being duly sworn, state the following under penalty of perjury.

I, Marc D. Puntus, hereby declare and state as follows to the best of my knowledge, information and belief:

1. I am a Partner in, and Co-Head of, the Debt Advisory and Restructuring Group of Centerview Partners LLC (“Centerview”).

2. I have read the foregoing fee application of Centerview (the “Fee Application”), investment bankers for the Debtors, for the Interim Fee Period. To the best of my knowledge, information, and belief, the statements contained in the Fee Application are true and correct. In addition, I believe that the Fee Application complies with Local Rule 2016-1.

3. In connection therewith, I hereby certify that:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

- a. to the best of my knowledge, information, and belief, formed after reasonable inquiry, the fees and disbursements sought in the Fee Application are permissible under the relevant rules, court orders, and Bankruptcy Code provisions, except as specifically set forth herein;
- b. except to the extent disclosed in the Fee Application, the fees and disbursements sought in the Fee Application are customarily employed by Centerview and generally accepted by Centerview's clients;
- c. in providing a reimbursable expense, Centerview does not make a profit on that expense, whether the service is performed by Centerview in-house or through a third party;
- d. in accordance with Bankruptcy Rule 2016(a) and section 504 of the Bankruptcy Code, no agreement or understanding exists between Centerview and any other person for the sharing of compensation to be received in connection with the above cases except as authorized pursuant to the Bankruptcy Code, Bankruptcy Rules, or Local Rules; and
- e. all services for which compensation is sought were professional services on behalf of the Debtors and not on behalf of any other person.

4. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: April 14, 2023

/s/ Marc D. Puntus

Marc D. Puntus
Partner
Centerview Partners, LLC